

57-22-6. Renter remedies for deficient condition of residential rental unit.

(1) As used in this section:

(a) "Corrective period" means:

(i) for a standard of habitability, three calendar days; and

(ii) for a requirement imposed by a rental agreement, 10 calendar days.

(b) "Deficient condition" means a condition of a residential rental unit that:

(i) violates a standard of habitability or a requirement of the rental agreement;

and

(ii) is not caused by:

(A) the renter, the renter's family, or the renter's guest or invitee; and

(B) a use that would violate:

(I) the rental agreement; or

(II) a law applicable to the renter's use of the residential rental unit.

(c) "Notice of deficient condition" means the notice described in Subsection (2).

(d) "Rent abatement remedy" means the remedy described in Subsection

(4)(a)(i).

(e) "Renter remedy" means:

(i) a rent abatement remedy; or

(ii) a repair and deduct remedy.

(f) "Repair and deduct remedy" means the remedy described in Subsection

(4)(a)(ii).

(g) "Standard of habitability" means a standard:

(i) relating to the condition of a residential rental unit; and

(ii) that an owner is required to ensure that the residential rental unit meets as required under Subsection 57-22-3(1) or Subsection 57-22-4(1)(a) or (b)(i), (ii), or (iii).

(2) (a) If a renter believes that the renter's residential rental unit has a deficient condition, the renter may give the owner written notice as provided in Subsection (2)(b).

(b) A notice under Subsection (2)(a) shall:

(i) describe each deficient condition;

(ii) state that the owner has the corrective period, stated in terms of the applicable number of days, to correct each deficient condition;

(iii) state the renter remedy that the renter has chosen if the owner does not, within the corrective period, take substantial action toward correcting each deficient condition;

(iv) provide the owner permission to enter the residential rental unit to make corrective action; and

(v) be served on the owner as provided in:

(A) Section 78B-6-805; or

(B) the rental agreement.

(3) (a) As used in this Subsection (3), "dangerous condition" means a deficient condition that poses a substantial risk of:

(i) imminent loss of life; or

(ii) significant physical harm.

(b) If a renter believes that the renter's residential rental unit has a dangerous condition, the renter may notify the owner of the dangerous condition by any means that is reasonable under the circumstances.

- (c) An owner shall:
 - (i) within 24 hours after receiving notice under Subsection (3)(b) of a dangerous condition, commence remedial action to correct the dangerous condition; and
 - (ii) diligently pursue remedial action to completion.
- (d) Notice under Subsection (3)(b) of a dangerous condition does not constitute a notice of deficient condition, unless the notice also meets the requirements of Subsection (2).
- (4) (a) Subject to Subsection (4)(b), if an owner fails to take substantial action, before the end of the corrective period, toward correcting a deficient condition described in a notice of deficient condition:
 - (i) if the renter chose the rent abatement remedy in the notice of deficient condition:
 - (A) the renter's rent is abated as of the date of the notice of deficient condition to the owner;
 - (B) the rental agreement is terminated;
 - (C) the owner shall immediately pay to the renter:
 - (I) the entire security deposit that the renter paid under the rental agreement;and
 - (II) a prorated refund for any prepaid rent, including any rent the renter paid for the period after the date on which the renter gave the owner the notice of deficient condition; and
 - (D) the renter shall vacate the residential rental unit within 10 calendar days after the expiration of the corrective period; or
 - (ii) if the renter chose the repair and deduct remedy in the notice of deficient condition, and subject to Subsection (4)(c), the renter:
 - (A) may:
 - (I) correct the deficient condition described in the notice of deficient condition;and
 - (II) deduct from future rent the amount the renter paid to correct the deficient condition, not to exceed an amount equal to two months' rent; and
 - (B) shall:
 - (I) maintain all receipts documenting the amount the renter paid to correct the deficient condition; and
 - (II) provide a copy of those receipts to the owner within five calendar days after the beginning of the next rental period.
- (b) A renter is not entitled to a renter remedy if the renter is not in compliance with all requirements under Section 57-22-5.
- (c) (i) If a residential rental unit is not fit for occupancy, an owner may:
 - (A) determine not to correct a deficient condition described in a notice of deficient condition; and
 - (B) terminate the rental agreement.
- (ii) If an owner determines not to correct a deficient condition and terminates the rental agreement under Subsection (4)(c)(i):
 - (A) the owner shall:
 - (I) notify the renter in writing no later than the end of the corrective period; and
 - (II) within 10 calendar days after the owner terminates the rental agreement, pay

to the renter:

(Aa) any prepaid rent, prorated as provided in Subsection (4)(c)(ii)(B); and

(Bb) any deposit due the renter;

(B) the rent shall be prorated to the date the owner terminates the rental agreement under Subsection (4)(c)(i); and

(C) the renter may not be required to vacate the residential rental unit sooner than 10 calendar days after the owner notifies the renter under Subsection (4)(c)(ii)(A)(I).

(5) (a) After the corrective period expires, a renter may bring an action in district court to enforce the renter remedy that the renter chose in the notice of deficient condition.

(b) In an action under Subsection (5)(a), the court shall endorse on the summons that the owner is required to appear and defend the action within three business days.

(c) If, in an action under Subsection (5)(a), the court finds that the owner unjustifiably refused to correct a deficient condition or failed to use due diligence to correct a deficient condition, the renter is entitled, in addition to the applicable renter remedy, to:

(i) any damages; and

(ii) court costs and a reasonable attorney fee.

(d) An owner who disputes that a condition of the residential rental unit violates a requirement of the rental agreement may file a counterclaim in an action brought against the owner under Subsection (5)(a).

(6) An owner may not be held liable under this chapter for a claim for mental suffering or anguish.

Repealed and Re-enacted by Chapter 352, 2010 General Session